



The Townes in the Village at Springbrook Farms
PO Box 228 Palmyra, PA 17078 ~717.930.6061

RULES

&

REGULATIONS

REVISED
SEPTEMBER 2022

PURPOSE

The following document represents the Rules & Regulations for The Townes in the Village at Springbrook Farms (VSBF). These rules apply to every unit owner, members of the unit owner's family, guests, tenants, agents, visitors, licensees, or employees of the unit owner. Failure to abide by any of these rules will result in fines as outlined in the Enforcement Policy contained later in this document.

The Association acknowledges that aesthetic standards are by definition subjective in nature. Living in a Homeowners Association (HOA) development is based on uniformity. These regulations are not meant to put an undue burden on residents, but to maintain an attractive, safe, and healthy place for people to live. Maintaining the balance between individual creativity and development uniformity can be challenging. That is why all decisions and aesthetic judgments under these Rules & Regulations are ultimately at the sole discretion of the HOA Board of Directors whose determinations are final and conclusive. The Association reserves the right to modify existing rules and institute additional rules deemed necessary for the safety, care, and cleanliness of the buildings, units, common, and limited common elements. The goal is to ensure the comfort and convenience of all occupants, and these rules and regulations help achieve that.

1. MONTHLY HOA DUES

Unit owners are expected to pay, on time and in full, their monthly HOA dues. Payments are considered late when they are not received in full by the tenth (10th) calendar day of the month in which the dues are owed. Fine schedules, as defined within the HOA's Enforcement Policy, will be executed for any late, partial, or non-payment of monthly dues. Homeowners are encouraged to utilize auto-debit as it is the simplest method for Penn Equity to process and helps owners avoid late payments. The Auto-Debit Authorization Form is located on the website.

2. SAFE TRAVEL

The walkways, greens, sidewalks, entrances, passages, and courts surrounding the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the units. Unit owners, their families, guests, tenants, agents, visitors, licensees, or employees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of any building.

3. INTERIOR OF UNITS

- A. Unit owners are responsible for maintaining and/or improving the interior of their units.
- B. Unit owners are responsible for obtaining the required Township construction and zoning permits if they elect to perform interior construction.
- C. While not required, the HOA encourages unit owners to inform their neighbors of any substantial interior construction that may cause noise or inconvenience.
- D. If a unit owner damages a neighboring unit while performing interior construction, that unit owner is responsible for any costs incurred to repair the neighboring unit.

4. EXTERIOR APPEARANCE OF BUILDINGS AND UNITS

- A. Outdoor furniture and related patio items may be kept neatly on patios and porches.
- B. The common grounds around a unit may not be utilized to store tables, chairs, bicycles, toys, bouncy houses, or equipment, etc. Temporary items such as children's wading pools, summer toys, practice nets, etc. may be used during the day so long as they are moved inside overnight. They must also be stored inside on mowing days. The items must be removed if they cause a disturbance, complaint, or annoyance. Any damage to common property is at the owner's expense.

- C. General signs or decals such as those describing alarm systems or alerting first responders to pets are allowed. No other sign, notice, advertisement, or fixture shall be inscribed or exposed on or at any window or other part of any building or in the ground unless it has received prior written consent from the HOA Board.
- D. Bird feeders are prohibited.
- E. Unit owners shall not cause anything to be permanently erected, affixed, displayed, or placed on the common or limited common elements including but not limited to exterior walls, roofs, or windows of any building, lamp post, or traffic sign except as follows:
 - (1) All allowed or approved decorations must add to the beauty of the VSBF's buildings and grounds.
 - (2) Flags of the United States and other tasteful decorative banners, door wreaths, and door decorations may be displayed without prior written consent, provided they are in good physical condition and aesthetically appropriate for the VSBF.
 - (3) Holiday decorative lights shall be permitted without prior written consent if they consist of miniature lights solely on live foliage or wrapped around the front porch posts. No decorations, including lights, may be installed on the gutters or roofs. No decorations may be attached to the siding in a manner that would create holes. Attractive lighted figurines may be placed in the front yard of a unit, but may not extend into neighboring yards. No plastic or blow-up figures shall be allowed. No decorations shall be permitted which reasonably disturb other unit owners. Small miniature lights may flash if they do not create a problem for neighboring units. All holiday decorations must be removed from the exterior of units within thirty (30) days of the completion of the associated holiday. Outdoor December decorations may not be installed prior to Thanksgiving and must be removed by the first week in January. Permanent installation of holiday lighting is prohibited.
 - (4) Public notices to communicate development events or issues such as garage sales or lost pets, etc. may be affixed to community mailboxes without prior written consent. Such notices must be removed within twenty-four (24) hours of the conclusion of the event. Because the VSBF now has an active website, monthly newsletters will no longer be placed on the mailboxes. Installation on any other common or limited common elements such as lamp posts, traffic signs, etc. is prohibited.

5. EXTERIOR MAINTENANCE & REPAIRS

- A. The agents of the HOA and any contractor or worker authorized by the HOA may enter any unit for the purpose of emergency repairs. They may also enter to abate any condition concerning any unit which the HOA reasonably determines to be a dangerous or hazardous condition requiring immediate action to protect the welfare of the HOA and other unit owners.
- B. The following applies to exterior maintenance and repairs:
 - (1) Unit owners or tenants should immediately inform Penn Equity about required maintenance or needed repairs.
 - (2) Exterior maintenance that is the HOA's responsibility shall include but is not limited to; painting; repairing or replacing or installing concrete or asphalt; driveway sealing; mowing; and lawn fertilization.
 - (3) Only unit owners, not tenants, may submit a formal request known as an Application for Construction/Improvement (ACI) to obtain prior written consent from the HOA Board to perform construction or exterior maintenance. The ACI Form may be found on the website.
 - (4) Unit owners performing capital improvements without prior written consent from the HOA Board may be required to return all property to its original condition.

- (5) Unit owners are responsible for any water or sewer pipe breakages from their units to the main line. Unit owners who are experiencing problems with any of their utilities should contact the appropriate utility company directly for assistance. The HOA is not permitted to perform repairs on any utilities and encourages unit owners to purchase utility insurance when it is available.
- (6) Residents are prohibited from using ladders over six (6) feet high to perform maintenance on the outside of buildings. Only outside contractors are permitted to use ladders of a height necessary to complete their work.
- (7) No resident shall direct, supervise, or in any way attempt to assert control over the employees of sub-contractors of the HOA while working in or on the common or limited common elements. Anyone who harasses work crews or hinders the work of contractors is liable to a \$150 fine. Requests for work to be done by the HOA's contractors must be submitted to Penn Equity via the form on the Service/Questions page under Contact Information on the website.
- (8) A unit owner should notify Penn Equity when utilizing an outside contractor so that no confusion exists with work being performed by the HOA's contractors on HOA projects.
- (9) For safety reasons, all unit owners are required to have their dryer vents cleaned professionally at their own expense on a bi-annual basis. (More coming on this policy soon.)
- (10) The following applies to snow removal:
 - a. Unit owners are responsible for clearing snow and ice from their driveways, walkways, porches, and patios.
 - b. The HOA hires a contractor to clear the streets and sidewalks when accumulation exceeds three (3) inches or there are extenuating circumstances. The HOA has twenty-four (24) hours after a snow or ice storm ends to clear the streets and sidewalks.
 - c. The HOA will salt the VSBF's private streets and sidewalks as needed. Brookwood Drive is a public road and as such, the Township is responsible for its snow and ice removal.
 - d. If a resident uses salt on any element constructed of concrete such as sidewalks, walkways, porches, and patios, any resulting damage from the use of such product will be assessed directly to the resident. Any product used should be pet friendly.
 - e. The walking path will not be cleared by the HOA because it consists of porous pavement that will turn to ice if shoveled. This is a safety measure meant to prevent people and their pets from falling on a slippery surface.

6. LANDSCAPING & OTHER INSTALLATION IMPROVEMENTS

- A. All approved modifications to common or limited common elements must be compatible with existing buildings in the VSBF, and must be promptly constructed with quality materials.
- B. Landscaping improvements involve the following:
 - (1) A unit owner may not extend any patio or porch through any means without prior written consent from the HOA Board.
 - (2) All approved landscape modifications must be compatible with the existing landscape in the VSBF. Artificial plants and flowers are not allowed.

- (3) Only an owner, not a tenant, must submit an ACI form for prior written consent from the HOA Board to plant flowers, trees, or shrubs on any portion of the common or limited common elements. In completing such work, the unit owner agrees to maintain the additional landscaping at his or her own cost. Ongoing, continual landscaping must be performed by the unit owner to maintain aesthetically pleasing plants that are free from dead foliage and overgrowth.
- (4) Landscaping is not permitted on any porch or patio without prior written consent from the HOA Board, except for potted plants or planters aesthetically appropriate for the VSBF. Temporary outdoor planters may be used provided they are placed within a unit's yard and are maintained.
- (5) Landscapers contracted by the Association to conduct general grounds maintenance on common elements will not be responsible for ongoing landscape maintenance added by the unit owner.

C. Installation of items meant to improve a unit must adhere to the following:

- (1) Residents have been working on their back and front yards to help beautify the development, exercise individual taste in landscaping, and improve the value of their and everyone else's units.
 - a. The HOA is responsible for the mowing, mulching, weeding, and landscaping of units' front yards and the sides of buildings except where homeowners have made modifications.
 - b. A homeowner may add to the front or side landscaping with the HOA Board's prior approval of the ACI Form submitted by the owner. Any additional front or side landscaping must be maintained by the homeowner at his/her personal expense.
 - c. One of the popular items that has emerged in the last couple years is creation of a back patio space using elements such as pavers. Because the white dividers between units are not all uniform, it is difficult to develop the same rule for size and extension from the concrete patio into the backyard grass. Where the white dividers are the same length, residents can landscape from the end of one to the end of the other. Where one divider is shorter than the other, residents can curve the landscaping from one end to the other. Ultimately, the resident will need to receive a ruling from the HOA Board after his/her ACI has been submitted for approval.
 - d. As backyard landscapes and patios are developed, a good indicator to follow is avoid paving or planting in the space where people and their animals walk.
- (2) No awnings or other enclosures are permitted without the prior written consent of the HOA Board. Only retractable awnings will be allowed, provided that the Board rules positively on the owner's submission of a Retractable Awnings Form located on the website.
- (3) Solar panels may not be installed on roofs.
- (4) The installation and use of outdoor storage closets and sheds are prohibited.
- (5) No radio or television aerials, antennae, or satellite dishes shall be installed by unit owners on any fixed structure without prior written consent from the HOA Board. Approval may be granted or refused at the sole discretion of the Board. Such devices must be positioned on poles that may not exceed a total height of four (4) feet and must be installed within the mulch bed area of the unit. Roof, exterior wall, or window installations are prohibited. When discontinuing services that require the use of such equipment, the unit owner is responsible for the immediate removal of the device and repair of any associated damage.
- (6) The installation, use, or storage of any outdoor wood-burning equipment or flame-producing items (fire pits or places, tiki torches, fireworks, etc.) are prohibited, with the exception of charcoal or propane grills, tables, and fire pits. Charcoal or propane grills, tables, and fire pits must be operated outside on the edge of the resident's back concrete patio. Care must be taken even with the approved items because if placed too close to a rear wall or divider, they can melt the siding. The repair of damage resulting from non-compliance will be assessed directly to the unit owner. Propane tanks may not be stored in garages.

7. OPERATION OF VEHICLES WITHIN THE VSBF

- A. Unit owners, their families, guests, tenants, agents, visitors, licensees, and employees will obey the parking and traffic regulations of South Londonderry Township as well as the VSBF for the safety, comfort, and convenience of residents. Vehicle operation within the VSBF is restricted as follows:
- (1) The operation of any motorized vehicles such as go-carts, ATVs, snowmobiles, etc. on any common or limited common element is strictly prohibited.
 - (2) Large trucks entering the VSBF may not weigh in excess of 5000 pounds.
 - (3) Tenants may only keep two (2) vehicles in the VSBF.
- B. No vehicles belonging to unit owners, their families, guests, tenants, agents, visitors, licensees, or employees shall be parked in such a manner as to impede or prevent safe travel at intersections and ready access to any entrance or exit from any building, unit, driveway, or parking area. Any vehicle parked incorrectly may be towed by the HOA at the owner's expense.
- C. The VSBF is large enough for the police to enforce traffic laws. With additional stop signs and a one-way designation on South Village Circle, the police are increasing patrols and issuing citations/tickets to offenders.
- D. Parking in the VSBF is restricted as follows:
- (1) Vehicles may only be parked in the direction of traffic, with the passenger side at the curb.
 - (2) Vehicles may not park in front of the mailboxes. Sufficient room in the front and in the rear must be left to enable the mail truck to pull into and out of the box area safely.
 - (3) Vehicles must be completely parked within units' garages or in units' driveways. No vehicle may be parked in a unit's driveway such that its back end is protruding over the sidewalk.
 - (4) Only cars are permitted to utilize spaces in the overflow parking areas. A resident's motorcycle must be completely parked within the unit's garage or in its driveway. Construction vehicles may not park in the overflow parking areas.
 - (5) Tenants may only park their two (2) vehicles completely within their garage or in their driveway. They may park on the public road of Brookwood Drive, but not on any of the private streets.
 - (6) No boats, boat trailers, campers, trailers, recreational vehicles, wagons, bicycles, scooters, jet skis, ATVs, dirt bikes, go-carts, or similar vehicles shall be stored on any part of the common or limited common elements. Storage inside garages is required.
 - (7) Boats, trailers, and campers are permitted on site for a limited period of twenty-four (24) hours for the sole purpose of loading and unloading. In such circumstances, the vehicles may only be parked in the units' driveways.
 - (8) A commercial vehicle belonging to a unit owner, family member, guest, or tenant shall always be parked within a garage or completely in a unit's driveway. Storage of more than one commercial vehicle is prohibited. Commercial vehicles exceeding twenty-two (22) feet in total length are prohibited from community parking. Any vehicle displaying any of the following are considered commercial vehicles: company name, logo, phone number, description of services, DOT number, ladder, or equipment racks.
 - (9) Any vehicle without a current inspection sticker may not be parked anywhere outside in the VSBF.
 - (10) No vehicle with a "For Sale" sign posted may be parked in the development.

E. Self-maintenance performed on vehicles within the VSBF is subject to the following limitations:

- (1) Repairs should be simple and not occur with any kind of regularity. For example, removing an engine is not considered "simple."
- (2) With the exception of emergency situations such as a dead battery or flat tire that require measures necessary to move the vehicle, all repairs must be done completely within the boundaries of the unit's driveway or garage. Vehicles may not be parked on the grass.
- (3) If the maintenance is performed outside on the driveway, the following restrictions apply:
 - a. Work must occur between the hours of 9:00 am and 6:00 pm. Even if the repair is not finished, all evidence of it, including any tools used, must be removed from the driveway.
 - b. The use of jacks or blocks is specifically prohibited to prevent accidents from happening. Safety is of upmost importance to the HOA, especially when children or pets could be gravely harmed simply because of curiosity about the vehicle or something underneath it that they see.
 - c. Safety precautions eliminate the use of power tools. Battery-operated tools are permitted.
 - d. Leakage of car fluids such as gas, oil, or anti-freeze is not tolerated. If a leak occurs, the resident must immediately clean the affected area and any additional cleaning or repair will be at the resident's own expense. Car covers are not to be used and residents are encouraged to utilize drip mats. The dumping of any car fluids into the drainage system is strictly prohibited.
- (4) If any of the above restrictions are not observed, the HOA possesses the right to have the affected vehicle towed at the resident's own expense, and fines will be levied.

8. NOISE

- A. No unit owners, their families, guests, tenants, agents, visitors, licensees, or employees shall make or permit any loud or disruptive noises in any unit or building. Nothing may be done within a unit that will interfere with the rights, comforts, quiet enjoyment, or convenience of other unit owners.
- B. No unit owners, their families, guests, tenants, agents, visitors, licensees, or employees shall play or allow any sound-producing equipment to be played for more than two (2) hours per day or between the hours of 11pm and 7am. Complaints should be directed to South Londonderry Police.

9. TRASH, RECYCLING, & DUMPSTERS

- A. Garbage and recyclables must be placed in designated receptacles. Garbage must be put in a fixed, hinged-lid trash bin. Recyclables are picked up bi-weekly and must be deposited in designated and appropriately labeled bins. The unit owner or tenant is responsible to cover or bag the trash properly to keep it from blowing away under windy conditions.
- B. Owners or tenants should contact Weidle Sanitation directly at 717-272-7061 for an estimate on removing oversized items such as furniture, satellite dishes, artificial Christmas trees, etc.
- C. Except for collection days, garbage and recyclables receptacles must be stored indoors. Within twenty-four (24) hours of any scheduled collection, the receptacles must be returned to indoor storage.
- D. If a resident requires the use of a dumpster/pod/bagster in his/her driveway, the Application on the website must be completed and approved by Penn Equity prior to obtaining the receptacle. If the resident needs more than the initial fourteen (14) days, additional time may be negotiated with the HOA. If the budget allows, the HOA rents two (2) dumpsters for a week per year for residents to use.

10. PETS

- A. Two (2) domestic pets shall be allowed per unit. If any animal is a nuisance in the community, disturbs, annoys, harms, or threatens to harm any occupant of any building, the animal must be permanently removed from the property. Farm animals are not allowed on the property.
- B. In no event shall any domestic pet be permitted on any part of the common or limited common elements unless secured on a physical leash. Physical leashes must be held and used by anyone when walking a pet. South Londonderry Township Ordinance #164-2006 prohibits dogs running at large.
- C. All pet owners shall be responsible for immediate and proper disposal of their pets' waste. Residents may not store dog refuse bags or cans in front of their homes. If the refuse has to be kept outside, it must be placed in a covered container in the back of the unit and out-of-sight as much as possible.
- D. Securing a pet with a tie-out cable must ensure that the pet is confined within the boundaries of a unit's backyard. No pet may be tied out in a common area, and if a pet damages any common or limited common element, the repair cost will be assessed directly to the unit owner.

11. SALE OF A UNIT & REFINANCING A MORTGAGE

A unit owner is asked to notify Penn Equity of his/her intent to sell a unit as soon as possible so that the HOA may conduct an inspection and make any necessary repairs. The unit owner must request a resale certificate from Penn Equity who requires advance notice of seventy-two (72) hours. Penn Equity will help with refinancing an owner's mortgage, but will charge for extra services required.

12. ENFORCEMENT POLICY

- A. A returned check will incur a fee of \$50 to be reimbursed by the offending unit owner.
- B. Unit owners are expected to maintain a \$0 balance for HOA dues. Per the VSBF's Bylaws, monthly HOA assessments are due by the tenth (10th) calendar day of each month. Any assessment placed on a unit owner that is not paid within ten (10) days after it is due is considered late and subject to fine. Repeated late, partial, or non-payments will have a detrimental financial impact on the unit owner. Late fees will double per occurrence.
 - (1) Following is the fine schedule that will be executed against the offending unit owner:
 - a. \$20 fine for the first encountered late payment, partial payment, or non-payment.
 - b. \$40 fine for the second encountered late payment, partial payment, or non-payment.
 - c. \$80 fine for the third encountered late payment, partial payment, or non-payment.
 - d. \$160 fine for the fourth or more encountered late payments, partial payments, or non-payments.
 - e. This schedule will reset at the end of each calendar year to prevent an undue financial burden on unit owners.
 - (2) A unit owner who does not pay on time and in full may also be subject to interest charges.
- C. Following is the schedule of fines for Rules and Regulations violations:
 - (1) \$25 for the first violation.
 - (2) \$50 for offenders who have been previously cited for the same violation.
 - (3) \$150 for harassment of contractors.
 - (4) Fines may continue to be doubled for repeated non-compliance.
- D. An owner who accumulates more than three (3) violations within a twelve (12)-month period will be deemed to be an habitual offender. Without limiting the HOA Board's ability to fine or suspend privileges in accordance with the Enforcement Policy, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to such fines as the Board deems appropriate under the circumstances without regard to the schedules set forth above.

- E. The unit owner of record shall have the primary obligation to pay fines imposed for his/her actions and the actions of his/her families, tenants, and guests. Fines imposed pursuant to the Enforcement Policy shall become an assessment imposed against a unit owner's real estate, enforceable as provided by Pennsylvania law, including, without limitations, a lien against the unit owner's properties.

13. CONTACTING PENN EQUITY ASSOCIATES & THE HOA BOARD OF DIRECTORS

- A. For Homeowners & Tenants:
Penn Equity Associates, the VSBF's Management Company, needs to keep updated contact information for all homeowners and tenants. Please complete and submit the Contact Information for Homeowners & Tenants located under the Forms Section of the website when changes occur.
- B. For Penn Equity Associates:
Penn Equity is the first point of contact whenever issues such as repairs, finances, home improvement, or other concerns arise. Only homeowners or landlords should contact Penn Equity. Tenants should not contact Penn Equity directly. If a unit owner needs an immediate response, it is best to use the message box on the website under Contact Information. Homeowners may also mail documents to PO Box 228, Palmyra, PA 17078, email annette@pennequity.com, or call 717.930.6061. Email is the preferred method of communication because it preserves a history of issues and resolutions.
- C. The HOA Board does not have an email account. However, the Board may occasionally establish an email account pertinent to specific events. Please check the website regularly for details and communication methods on activities.

GLOSSARY OF TERMS

(1)	Application for Construction/Improvement	A form that an owner must submit to the HOA Board for prior written consent on any exterior project. ACI Form is located on the website.
(2)	Building	A series of individual units grouped together. There are 36 buildings within the VSBF.
(3)	Common Area or Element	Every portion of the VSBF except the units and their limited common elements. Includes all areas for the common use and enjoyment of all residents.
(4)	Community or Development	Used interchangeably to represent the entire VSBF.
(5)	Habitual Offender	An individual who lives within the VSBF and consistently violates more than three (3) regulations within a twelve (12)-month period.
(6)	Homeowner's Association	Membership of all the unit owners within the VSBF. Used interchangeably with Association or HOA.
(7)	HOA Board of Directors	A group between three (3) to five (5) homeowners elected by the membership to govern the HOA.
(8)	HOA Dues	A monthly fee set by the HOA Board of Directors and paid by each unit owner to cover the cost of services such as landscaping, snow removal, trash removal, etc.
(9)	Limited Common Area or Element	A portion of the common elements appurtenant to each unit and allocated for the sole use and benefit of each unit. Includes driveways, walkways, porches, patios, and yards directly in front and back of each unit.
(10)	Occupant	An individual who lives in a unit in the VSBF and is either an owner or a tenant. Used interchangeably with resident.
(11)	Owner	An individual who owns a condominium in the VSBF. An owner may live in his/her unit, or may be a landlord who rents his/her unit to a tenant.
(12)	Owner Occupied Unit	An individual who both owns and lives in a condominium in the VSBF.
(13)	Resident	An individual who lives in a condominium within the VSBF and who may be a unit owner or a tenant. Used interchangeably with occupant.
(14)	Tenant	An individual who rents and lives in a condominium in the VSBF. Used interchangeably with non-owner occupant. The unit owner is his/her landlord.
(15)	Unit	A condominium within the community. There are 172 units within the VSBF.
(16)	VSBF	Abbreviation for The Townes in the Village at Springbrook Farms.